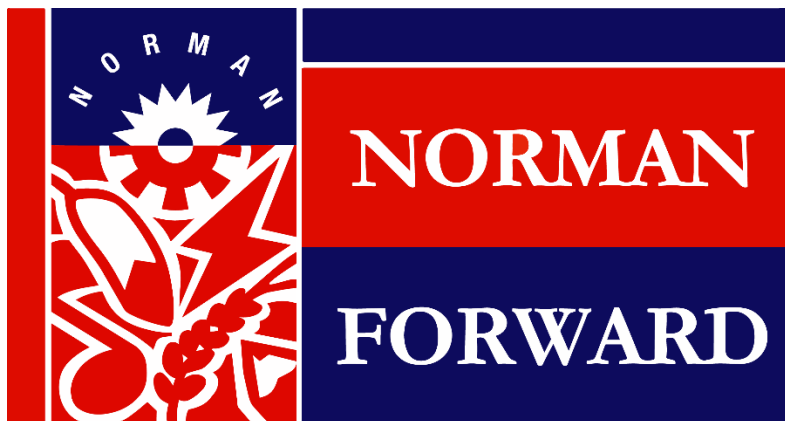


THE CITY OF NORMAN



NORMAN FORWARD
GRIFFIN PARK PHASE V & VI
Request for Qualifications (RFQ) for
CONSTRUCTION MANAGER AT RISK (CMaR) SERVICES
RFQ No. 2122-31



City of Norman, Parks and Recreation Department
PO Box 370, Norman, OK, 73070

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PUBLIC NOTICE
REQUEST FOR QUALIFICATIONS (RFQ) No. 2122-31

The PARKS AND RECREATION DEPARTMENT of the City of Norman, Oklahoma, is soliciting proposals for CONSTRUCTION MANAGEMENT AT RISK (CMaR).

These services will be for the construction of projects for Griffin Park located at 1001 East Robinson, Norman, Oklahoma.

Other opportunities for programming and/or construction may be considered by the City.

Any correspondence, questions, or requests for copies of the Request for Proposal should be directed to:

Wade Thompson, Parks Superintendent, P.O. Box 370, Norman, OK 73070; Phone: (405) 366-5478; Email: Wade.Thompson@NormanOK.gov.

Proposals will be received in the office of the Parks and Recreation Department (201 West Gray, Bldg. C, P.O. Box 370, Norman, OK 73070) until 3 P.M. on November 19, 2021.

City of Norman
Norman FORWARD
GRIFFIN PARK PHASE V & VI
CONSTRUCTION MANAGER AT RISK Request for Qualifications (RFQ)
RFQ No. 2122-31

1. INTRODUCTION

The City of Norman (Owner) is seeking a Construction Manager at Risk (CMaR) to provide construction services for the construction of projects at Griffin Park.

These services will be coordinated with the selected architectural and engineering (A/E) firm. Tulsa firm Planning Design Group (PDG) was selected as the A/E consultant for this project.

2. PROJECT OVERVIEW

The new Griffin Park is part of NORMAN FORWARD, a citizen-initiated proposal to renovate, expand, construct and fund Quality of Life projects, such as multiple recreational facilities, libraries, parks, athletic venues, public art, trails, swim complexes, and other quality of life projects throughout Norman. The initiative came to the City Council from community groups, stakeholders, and Norman residents, who prepared an initial package using analysis and information from recreational planning professionals and research firms.

Beginning in the spring of 2015, the Norman City Council began a series of Council conferences and additional public meetings to refine the project scope, financing, and funding opportunities for the NORMAN FORWARD initiative. This initiative includes a number of high-priority projects outlined in the 2014 Library Master Plan Update, the 2009 Norman Parks and Recreation Master Plan, and additional projects designed to provide recreational opportunities for Norman residents.

Along with the City's vision, mission, service priorities, and aesthetic appeal, consultants engaged for NORMAN FORWARD projects are expected to understand the goals of NORMAN FORWARD and the above-mentioned plans and initiatives involved. Creativity, vision, and collaboration are key elements to a successful consultant team in continuing with the success and momentum of the NORMAN FORWARD program.

This project is to complete Phase V & VI of the Griffin Park Master Plan.

PHASE V

This phase will consist of the following work:

- Demolition of all baseball fields, buildings, parking, fences, lights, etc., associated with the 14 baseball fields. (See Attached Demo Map with Area Defined)
- Construction of 3 new soccer fields in the NE corner of the site, including earthwork, irrigation, fencing, sprigging, sodding, concrete walks, etc. (See Attached Phasing Plan for the area of work – PHASE V)

PHASE VI

This phase will consist of the following work:

- Remaining demolition on-site, including buildings, pavilions, fencing, streets, etc., on the west side of the project area. (See Attached Demo Map with Area Defined)
- Construction of 8 new soccer fields including earthwork, irrigation, fencing, sprigging, sodding, concrete walks, concession buildings, restroom buildings, shade structures, monument signage, parking lots, parks roads, utilities (electrical, water, sewer), drainage, bleachers, sports lighting, reconstruction of Robinson Avenue between park entries, traffic signal/intersection construction at Robinson and State, possible painting of silos, site furnishings, etc. (See Attached Phasing Plan for the area of work – PHASE VI)

PDG is the selected Landscape Architect for the project. PDG has received a notice to proceed for Construction Documents at the time of this RFQ being published, and Phase V has been designed.

Other opportunities for programming and/or construction may be considered by the City.

3. SELECTION SCHEDULE

November 1, 2021	R.F.Q. document available from Owner
November 19, 2021	Proposals received by Owner no later than 3 p.m.
November 24, 2021	Anticipated notification of firms for interviews
December 3, 2021	Anticipated date of interviews
December 6, 2021	Anticipated notice to negotiate a contract

4. PROJECT DELIVERY SYSTEM

The delivery system for this Project is Construction Management at Risk. This is a project delivery method based on an agreement whereby the City acquires from a construction entity a series of services that can include but are not necessarily limited to: design review, scheduling, cost control, value engineering, constructability evaluation, preparation, and coordination of bid packages, and construction administration. The construction entity, after providing these services during the preconstruction period, takes on the financial obligation to carry out construction under a specific cost agreement. The Construction Manager is a person, certified by the Construction Management Association of America as a Certified Construction Manager and registered as such in the State of Oklahoma, who acts as an agent of the City for the construction project; who is knowledgeable of and operates in conformance with the Oklahoma Competitive Bidding Act; who coordinates and manages the construction process; who is a member of the construction team with the City, design profession and other consultants that may be required for the project; and who utilizes skill and knowledge of general contracting to assist in the development of schedules, preparation of project construction estimates, the study of labor conditions and provides advice concerning the construction, safety and other issues related to the Project that may surface. Issues may include but are not limited to monitoring progress, payments, changes, and other factors affecting cost or as may otherwise be specified herein.

5. PROJECT BUDGET

The current conceptual total project estimates are \$7.1-million for Phase V & VI. The Owner, A/E firm, Operator, and the CMaR (collectively the Project Team) will work collaboratively to establish the Project Budget. Delivering the completed project within the Project Budget and timeframe, once established, is of high priority.

6. PRELIMINARY PROJECT SCHEDULE

The CMaR will be required to develop a Preliminary Project Schedule within three (3) weeks of contract award.

Time is of the essence. In all project contracts, the Parties shall stipulate damages for failure to complete the project within the designated Contract Time, which damages shall be no less than \$500 per day. For each working day that exceeds the Contract Time, such damages per day will be deducted from the monies due.

7. CMAR SCOPE OF WORK

The following summary is intended to provide a general understanding of the Owner's expectations and is not all-inclusive.

7.1. PRECONSTRUCTION PHASE SERVICES AND ACTIVITIES

The Preconstruction Services of the CMaR will begin with preparing cost estimates based on the contract documents prepared by the A/E firm and counsel and establishment of the GMP. The CMaR will be expected to actively participate in all design meetings, tours of comparable buildings, constructability reviews, and periodically provide cost estimation during the design process. The preconstruction phase will extend from the point of CMaR's engagement through the execution of the GMP amendment.

More specifically, the CMaR shall provide at least the following preconstruction services and activities:

- a. Project Meetings: Attend and participate in Project meetings approximately weekly. The A/E firm will provide meeting minutes.
- b. Cost Estimating: Provide ongoing cost estimating support to the Project Team throughout the design process.
 1. Prepare and refine cost estimates periodically throughout the design process and make recommendations for revisions necessary to keep each component of the Project in budget.
 2. Prepare formal cost estimates at the time of 75 percent construction documents (CD) and 100 percent CD for each component of the Project. Estimates must note assumptions made to prepare the estimate, including a clear definition of qualifications, allowances, contingency, and escalation factors.
 3. CMaR is to notify the A/E firm and the Owner of potential cost issues during the

development of the drawings and specifications that may impact the cost of the work and find a resolution to keep the project on budget.

4. Work collaboratively with the Owner and the A/E firm to develop alternatives to keep the Project estimates within the Project Budget.
- c. Construction Planning, Scheduling, and Long Lead Analysis: CMaR to work with the Owner and the A/E firm to develop a schedule for design activities to facilitate the Owner's schedule. A description of anticipated tasks is as follows:
 1. The CMaR will further develop the Project master schedule, including integration of the A/E firm's design activities, municipal/governmental submittals and approvals, preconstruction activities, procurement, construction activities, work performed by other parties, including the Owner's FF&E activities, and construction activities such as staging, delivery of materials, etc.
 2. Further evaluate all systems, components, and materials for constructability, economy, long-term performance for the intended use and schedule impacts, and provide recommendations for preferred options consistent with cost and schedule goals.
 3. The CMaR will identify long-lead items requiring early bid packages and recommend issue dates to meet the necessary Project Schedule.
 4. The CMaR will make recommendations regarding temporary construction facilities, equipment, materials, and services for common use by CMaR, subcontractors, and material suppliers.
- d. Cash Flow Planning: Provide construction cost cash flow projections.
- e. Value Engineering/Constructability/Cost Review: Provide ongoing value engineering and constructability reviews, including input regarding means and methods. Conduct a complete constructability and coordination review of the GMP package before finalizing the GMP amendment.
- f. Municipal Processes and Community Communications: Provide ongoing presence and support to the Project Team for processes such as planning/permitting reviews, etc., and communication and outreach efforts for our community groups. The CMaR will attend public meetings and hearings concerning the development and schedule of the project as scheduled and requested.
- g. Guaranteed Maximum Price (GMP): Provide a proposed GMP at such time as the Owner, A/E firm, and CMaR determine that the drawings and specifications are sufficiently complete (likely after CDs are complete). The GMP proposal will include, among other things required within the City of Norman CMaR 121CM Contract and A201 General Conditions, as modified, pricing of alternates as defined by the A/E firm. In addition, the GMP proposal will include:
 1. List of allowances
 2. List of contingencies, including the CMaR's/Owner, proposed contingency if any
 3. List of the assumptions and clarifications made by the CMaR in preparing the GMP proposal, as approved by the Owner and Consultant.
 4. Line Item Summary of all major bid items and other components comprising the GMP. Final GMP occurs after all bid packages have been bid.

5. Agreement between the City and the CMaR of the GMP will be evidenced by a contract amendment signed by the Parties.
- h. Cost Allocation: Provide cost allocation for the various Project components as required by the Owner.

After the Owner approves the GMP amendment, the CMaR may proceed with the following:

7.2. CONSTRUCTION PHASE SERVICES AND ACTIVITIES

The selected CMaR shall incorporate the following elements into construction phase activities, along with all typical tasks associated with managing a project of this scope and scale or as otherwise required in the Project contract documents:

- a. Weekly Meetings: Conduct weekly job site meetings that include appropriate subcontractors and Prime Contractors, Owner representatives, and the A/E firm's representative to review open issues, schedule work, and resolve pending or upcoming issues. The CMaR will prepare a written agenda in advance of each meeting. CMaR to maintain a list of action items identifying responsible parties and due dates for each item. The CMaR will distribute written meeting minutes and action item lists within 48 hours of each meeting.
- b. Monthly Progress Billings and Status Report: Prepare a monthly report with each progress billing that details a project work status report, buyout status, pending issues, contingency status, schedule status, and project progress commentary with applicable job-site photos.
- c. Procurement: The CMaR will manage the bidding process, evaluate proposals, and interview contractors (along with the A/E firm and the Owner). The Project Team will utilize, by mutual agreement, the following method for awarding fixed-sum contracts to contractors for portions of the work: competitive bid in compliance with the Oklahoma Competitive Bidding Act. For those contracts to be awarded on a competitive bid basis, CMaR shall solicit a minimum of three (3) competitive, publicly advertised bids for each trade category unless otherwise authorized by the Owner.
- d. The CMaR will provide a written award recommendation for the Owner's approval before executing subcontracts.
 1. Contractor Selection Strategy/Bidders List: Project Team strategy for selecting contractors/providers for all work reflected in Project documents is the lowest responsible and most advantageous to the Owner. Unless authorized by the Owner, the CMaR shall solicit a minimum of three (3) subcontractor bids for each trade.
 2. Self-Performed Work Proposals: For work that the CMaR proposes to self-perform, the CMaR is required to announce at pre-bid meetings that they intend to bid on specific bid packages. The CMaR will be required to submit its qualifications for the self-performed work. If the Owner is satisfied with CMaR's qualifications, CMaR will submit a sealed bid to the Owner and secure competitive bids from a minimum of three (3) other qualified subcontractors. The Owner will participate in opening and evaluating bids.
- e. Cost Management: Provide ongoing cost management throughout the completion of the construction documents and the construction process:
 1. Provide construction contingency and Project Budget updates at 100 percent complete

CDs. During subcontractor buyout, the CMaR will log bid savings and bid losses on a construction contingency log. The CMaR will review the log with the Owners no less than biweekly. Trade contracts and the CMaR's records of line item contingencies will be an open book and shall upon request be shared with the Owner throughout the project.

2. The parties agree that Change Orders are not expected and that measures will be actively avoided absent unforeseen changes to project scope or circumstances outside of the parties' control. The CMaR will inform the Owner of pending cost issues and potential change orders within five (5) business days of identifying potential issues. The CMaR will implement and maintain a current log of pending cost issues impacting the project's final cost and review the log no less than biweekly with the Owner. The CMaR will implement effective cost management control and potential alternatives to allow the Owner to make such decisions as required to keep the project cost within the budget.
 3. Provide drawdown and cash flow projections for the project during construction and update as necessary. The CMaR should anticipate multiple bid packages. The CMaR will develop a strategy for issuing bid packages to facilitate an efficient construction schedule. The purpose is to utilize this bidding package strategy to gain the most advantageous issuing of documents and minimize construction duration while allowing the bid packages to be completed efficiently. Multiple bid packages shall not be utilized to avoid any requirement to comply with the Oklahoma Competitive Bidding Act.
- f. Final Pre-Bid Review: Complete a final quality/coordination/constructability review of the Construction Documents before issuing plans and specifications to bidders.
- g. Schedule Management: Provide ongoing schedule management throughout the construction process.
1. The CMaR will prepare and manage a logic-based critical path project schedule indicating key milestone events, dates, and responsibilities. The project schedule must include design efforts, preconstruction activities, procurement, and construction activities. The CMaR will provide regular monitoring of the actual progress versus the scheduled progress, identify any variances, and prepare a written action plan along with an updated schedule to maintain the scheduled completion dates.
 2. The CMaR will determine the adequacy of the contractor's personnel and equipment and the availability of materials and supplies to meet the schedule and report to the Project Team no less than weekly.
 3. Prepare a three-week look-ahead schedule weekly to coordinate construction activities and facilitate the interface between the Owner's separate contractors and suppliers, if any, and CMaR-managed construction activities.
- h. Quality Control: Complete construction of the work in strict accordance with the quality requirements established by the contract documents.
- a. All testing and independent inspection services required will be secured and paid for by the Owner. The CMaR will cooperate and coordinate with testing and inspection service agencies. The CMaR will be responsible for the cost of additional testing due to failed tests.

- b. The CMAr will develop an initial punch list for contractors in consultation with the Owner and its representative before the A/E firm issues a formal punch list. The CMAr will ensure the completion of the initial punch list before the A/E firm's punch list walkthrough.
- c. Work cooperatively with the Project Team and Owner to develop and implement an effective commissioning plan.
- d. The CMAr will complete a review of each bid package to ensure quality, coordination, and constructability before issuing bid documents to subcontractors.
- i. Safety Plan: The CMAr will implement a formal Project safety plan.
- j. As-Built Records: Maintain a record of as-built conditions throughout construction, which includes all field revisions. Submit as-built documents, operating and maintenance manuals, and warranties to the Owner.
- k. Project Closeout: Provide timely submission of operation/maintenance manuals, completed punch lists, warranties, coordination of training, submission of as-built field documents, and financial closeout of the project. The CMAr will actively support and participate in commissioning activities and provide on-site operational training for all major building systems and videotape training sessions with the Owner.

8. OWNER/CMAR

The Owner intends to enter into the City of Norman CMAr 121CM Contract and A201 General Conditions, Standard Form of Agreement between Owner and Construction Manager as Constructor, as modified, with the successful firm. The City of Norman General Conditions and General Provisions, as amended with added supplementary conditions, will also govern the parties, and both documents will form the basis of the agreement between the Owner and CMAr (hereinafter Owner/CMAr Agreement).

This RFQ will be superseded by the Owner/CMAr Agreement and its related contract documents.

Contract Provisions: The following is an abbreviated summary of a portion of the Owner's proposed contract provisions. The following list is not intended to be exhaustive. The Owner reserves the right to modify the proposed provisions listed below.

- a. Construction contingency use will require approval by the Owner.
- b. Once the GMP amendment is executed, the CMAr's fee and reimbursement for personnel shall not change unless the cumulative additive total of all change orders, both positive and negative, increases by more than five (5) percent of the original GMP.
 - 1. The Owner will withhold five (5) percent from each of the CMAr's applications for payment as retainage on CMAr's Fee and as required by General Conditions.
- c. The CMAr will coordinate and integrate its work on the project with the work of the Owner's separate contractors and consultants. The CMAr will ensure that its work on the project supports and otherwise accommodates the work being performed by others on the project, including installation and placement of all FF&E.

- d. The CMaR will comply with the Owner's detailed insurance requirements, which will be set forth in the Owner/CMaR Agreement.

The final terms of the Owner/CMaR Agreement will be negotiated during the contract negotiation phase. The Owner reserves the right to negotiate and change any provision contained herein.

9. SUBMITTAL REQUIREMENTS

Submit eight (8) paper copies and one (1) electronic PDF version of the proposal. The submittal must contain the following information:

9.1. COVER LETTER

Provide name and address of the firm(s) and Project contact person with address, telephone number, and email address. Indicate your acceptance of the requirements of this RFQ and acknowledge receipt of any addenda, if applicable. Summarize your understanding of the project scope and services being required. Provide a statement indicating your ability to provide timely services for the project and to meet the requirements of the proposed schedule. Provide a one-page summary of the benefits you believe the Owner would receive from selecting your firm. The cover letter must be signed by a fully authorized official of the firm.

9.2. PROJECT TEAM

1. Include an organizational chart showing your proposed staff for both the preconstruction and construction phases of the Project. Specifically identify project executive, project manager, and on-site day-to-day project superintendent for the construction phase, the availability of each person during the term of the project, and their history of working together on previous projects. Indicate experience of key team members working together on past similar projects.
2. Provide resumes or a listing of information for each person included in your proposed project team. State each individual's educational background, years of experience, length of employment with your firm, and previous project experience. For each person, list specific responsibilities on this project, experience on projects of similar sizes and types, specific qualifications applicable to this project, and current work assignments and availability for this project.
3. List other assignments your project manager will be handling during the period of assignment to the Project.
4. The project manager, superintendent, and other key staff members proposed, provide client references from three of their most recent projects and three architect/engineer references (contact person and telephone number).

9.3. PROJECT APPROACH AND MANAGEMENT CAPABILITIES

Describe your project approach and management capabilities as it relates to the following areas:

1. Working Relationships: Commitment to building positive team working relationships.
2. Preconstruction Services: Describe your firm's approach to preconstruction services. Provide an estimate of the number of total anticipated hours for the assigned personnel before the Owner's acceptance of the GMP.

3. Cost Management: Describe the level of detail included in your cost estimates as various phases of design. Describe three examples that demonstrate your firm's creativity in value analysis/engineering and constructability reviews.
4. Building Information Modeling (BIM): Describe the extent to which your firm anticipates utilizing BIM.
5. Change Management: Describe your change management process and reporting during construction.
6. Project Schedule: Submit a preliminary overall Project schedule for the key activities from the date of the notice to proceed through project construction.
7. Provide examples of your firm's ability to manage fast-track schedules with examples of quality control procedures, staffing, and reporting.
8. Safety: Provide your firm's approach to managing safety on construction projects. Also include an overview of your company's recent safety record and your company's experience modification rate (EMR) for the last three (3) years.
9. Quality Control: Provide your firm's approach to quality control.

9.4. RELEVANT PROJECT EXPERIENCE

Describe at least three (3) projects of similar size constructed within the past ten (10) years. Successful projects in the local market area are preferred. Provide information on each project to allow the Selection Committee to evaluate project performance adequately.

Indicate for each project the following minimum information:

1. Name of project, location, and construction date.
2. Name of project manager and superintendent responsible for the project.
3. Construction cost
4. Type of service and contractual relationship (general contractor, CMaR, etc.). Identify a point in the design and/or construction process a construction contract was executed.
5. Preconstruction services provided.
6. Indicate the extent of commissioning, if any.
7. Client and architect contact information. Include phone number and email address.

9.5. STATEMENT OF FINANCIAL STRENGTH/STABILITY AND COVERAGE

Provide the following information about your firm:

1. Name and contact of your firm's surety and description of bonding capacity available. Additionally, provide a statement from a surety company authorized to do business in Oklahoma indicating the firm's ability to obtain a performance and statutory and maintenance bond in the amount of not less than 100 percent (100%) of the GMP. Such bonds will be required from the selected CMaR upon receipt by the CMaR of a Notice to Proceed with

construction.

2. Name of firm's insurance carriers and a description of insurance coverage.
3. Provide a copy of your firm's General Liability Loss Runs for the past five years showing total claim values (paid & reserves) for all open and closed claims.
4. Name and contact information for the firm's primary financial institution and CPA.
5. Audited or Reviewed Financial Statements for the last three years.

9.6. SPECIAL RESOURCES

A description of special resources or capabilities your firm could employ on the project, which would enhance the value your firm would bring to the project. Describe what steps your firm has taken during recent years to be innovative and progressive in the development of your firm and state how these activities serve your clients.

9.7. ACKNOWLEDGEMENT AND CERTIFICATION STATEMENTS

1. Certify that your Response to RFQ will remain in effect for 90 days.
2. Certify that all representations stated in response to RFQ are true and accurate.
3. Acknowledge that all materials submitted in response to RFQ will become the property of the Owner.
4. Acknowledge that all costs associated with the preparation of the Response to RFQ will be the responsibility of the proposing CMAA.
5. List or otherwise identify any litigation for the past five (5) years and any current litigation, including a summary of each case and certification that any current or pending litigation will not have an adverse financial effect on the project's performance.

10. QUESTIONS AND ADDENDA

Questions regarding this RFQ shall be submitted in writing to Wade Thompson, Parks Manager, via email at wade.thompson@normanok.gov no later than five (5) calendar days before the date of receipt of proposals indicated in Section 3 of this RFQ.

Responses to questions will be issued via email to all firms. If deemed necessary, addenda to the RFQ will be issued by the A/E firm.

11. REVIEW OF PROPOSALS AND SELECTION OF FINALISTS FOR INTERVIEWS

To be considered for the shortlist selection, the firm must demonstrate the ability to provide performance and statutory and defect bond in the amount of the GMP as described in Section 7.1.g., if required.

Circumstances permitting, the Selection Committee shall invite at least two (2), but no more than four (4), CMAA firms deemed most qualified for interviews. Shortlisted firms will be interviewed on the dates indicated in Section 3 of this RFQ.

The Owner reserves the right to reject any or all proposals and issue subsequent Requests for Qualifications and negotiate any and all provisions contained herein.

12. INTERVIEWS

The interview will consist of a 30- minute presentation by the Offeror, a 20-minute question-and-answer session, and a five-minute wrap-up. The proposed key project personnel must participate in the interview. Only project personnel who will have an active key role in the Project should participate in the interview.

13. SELECTION CRITERIA

The Selection Committee will rely on the qualitative information contained and presented in the proposals, interviews, and reference checks in deciding to select the most qualified firm to provide services for this project. Selection criteria will be based on:

Experience of Project Team on similar projects	50 points
Technical approach, including proposed project timeline	30 points
References	15 points
<u>Compliance with RFQ criteria</u>	<u>5 points</u>
Total Points Possible	100 points

Upon completion of the interviews, the firms will be ranked. Unless all proposals are rejected, the Owner will commence negotiations of a fee for services with the highest-ranking firm.

If an agreement for services cannot be reached with the highest-ranked firm, the Owner will move to the second-ranked firm or take action as the owner deems appropriate. The exact process will be repeated with the other ranked firms if no such agreement can be reached. Upon successful negotiations with a firm, the Owner may enter into a contract with the selected firm. The Owner reserves the right not to select a firm as part of this process if an agreement cannot be reached with the interviewed firms.

Acceptance of a proposal shall be by written notice to the construction manager submitting the accepted proposal and by simultaneously notifying in writing the other construction managers that their proposals were not accepted.

14. STANDARD PROPOSAL INFORMATION

1. Authorized Signature

An individual authorized to bind the Offeror to the provisions of the RFQ must sign all proposals.

2. Owner Not Responsible for Preparation Costs

The Owner will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

3. Conflict of Interest

The Offeror must disclose any instances where the firm or any individual anticipated to be working on the project has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed

anyone belonging to the Owner). The Owner reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Offeror's proposal.

4. Discrimination

The Offeror must not engage in discrimination in employment based on race, color, national origin, sex, religion, creed, age, disability, or genetic information. Consistent with 25 Okla. Stat. §1604, it shall be grounds for termination of this contract should the Attorney General has found the Offeror to have engaged in a discriminatory practice in the course of performing under an agreement with the state or any governmental entity.

5. Offeror's Certification

By signature on the proposal, the Offeror certifies that it complies with:

- a. The laws of the state of Oklahoma.
- b. All applicable local, state, and federal laws, codes, and regulations.
- c. All terms, conditions, and requirements are outlined in this RFQ.
- d. All representations, warranties, and other information outlined in the proposal are truthful and accurate after a diligent investigation by the Offeror, and the Owner and A/E may rely on the information contained within Offeror's proposal.
- e. A condition that the proposal submitted was independently arrived at, without collusion.
- f. A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest.

6. Amendments to Proposals and Withdrawals of Proposals

The Offeror may amend or withdraw proposals before the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the Owner's request.

7. Rights of Rejection

The owner reserves the right to reject any proposals, in whole or in part. Proposals received from debarred, or suspended firms will be rejected. The Owner may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFQ. The Owner reserves the right to reject any proposal determined to be nonresponsive and to reject the proposal of any Offeror determined to be nonresponsive. The Owner also reserves the right to refrain from making an award if it determines it to be in its best interest.

The Owner may waive minor informalities that:

- Do not affect responsiveness
- Are merely a matter of form or format
- Do not change the relative standing or otherwise prejudice other offers
- Do not change the meaning or scope of the RFQ

- Are insignificant, negligible, or immaterial in nature
- Do not reflect a material change in the work
- Do not constitute a substantial reservation against a requirement or provision

8. Execution Clause

Except as otherwise provided by law, within the period of time, not to exceed sixty (60) days, specified in the bid notice by Owner, a contract embodying the terms set forth in the bidding documents shall be executed by the Owner and the successful bidder. No bidder shall obtain any property right in a contract awarded under the provisions of the Public Competitive Bidding Act of 1974 until the contract has been fully executed by both the bidder and the awarding public agency.



